

THE LAW OFFICES OF
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Electronically FILED by
Superior Court of California,
County of Los Angeles
7/12/2023 4:48 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By N. Alvarez, Deputy Clerk

Attorneys for Plaintiff, ASSOCIATED READY MIXED CONCRETE, INC., a California corporation

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT, UNLIMITED CIVIL

ASSOCIATED READY MIXED CONCRETE,
INC., a California corporation

Plaintiff,

vs.

1920 WHITLEY LLC, a California Limited
Liability Company; and DOES 1 through 100,
inclusive,

Defendants

Case No.: ~~23STCV16310~~

COMPLAINT FOR DAMAGES:

1. Foreclosure of Mechanic's Lien
2. Recovery Against Mechanic's Lien
Release Bond

[Amount of Claim: \$63,356.31]

Plaintiff Alleges:

GENERAL ALLEGATIONS

1. Plaintiff ASSOCIATED READY MIXED CONCRETE, INC., a California corporation(hereinafter "Plaintiff" or "ASSOCIATED"), is now, and was at all of the times herein stated, a corporation duly organized and existing under the laws of the state of California.

2. Plaintiff is informed and believes and thereon alleges that defendant 1920 WHITLEY LLC, a California Limited Liability Company and DOES 1 through 10 (hereinafter referred to as "WHITLEY LLC"), are and at all time relevant herein, were, a California Limited Liability Company.

3. Plaintiff is further informed and believes and thereon alleges that defendant WHITLEY LLC and DOES 1 through 10 is the owner of the property located at 1920 Whitley Ave., Los Angeles,

CA 90068, County of Los Angeles, State of California (hereinafter referred to as "REAL PROPERTY"). Plaintiff will ask leave of Court to amend this Complaint to insert herein the legal description of said REAL PROPERTY when same is ascertained.

4. Plaintiff is informed, believes and thereon alleges that at all times herein mentioned, defendant JOHN DOE SURETY and DOES 91 through 100 (hereinafter collectively referred to "JOHN DOE SURETY") is and was a business entity whose form is unknown at the time of the filing of this complaint; plaintiff, however, is informed and believes and thereon alleges that JOHN DOE SURETY is authorized to conduct business within the State of California as a general surety and a mechanic's lien release bond company.

5. Plaintiff is informed and believes and thereon alleges that each of the Defendants is the agent and/or employee of each and every other Defendant and in doing the things herein, each Defendant was acting within the course and scope of said agency and/or employment. Further, the acts of each and every Defendant, were ratified and confirmed by each and every other Defendant.

6. Plaintiff is informed and believes and thereon alleges that each of the Defendants is responsible for the damages caused to Plaintiff.

7. Plaintiff is ignorant of the true names and capacities of Defendants DOES 1 - 100, inclusive, and has therefore sued them by the foregoing names which are fictitious, and is informed and believes and thereon alleges that each of said Defendants claims an interest in the REAL PROPERTY hereinafter described and which is the subject of this action, and Plaintiff asks that when their true names and capacities are discovered this complaint may be amended by inserting their true names and capacities in lieu of said fictitious names, together with apt and proper words to charge them.

FIRST CAUSE OF ACTION

(Foreclosure of Mechanic's Lien Against All Defendants and DOES 1 through 100)

8. Plaintiff repeats and realleges all of the allegations contained in paragraphs 1 through 7 of this pleading and by this reference incorporates same herein as though set forth in full.

9. Golden State Equipment Rentals was at all times herein mentioned engaged in the construction of a work of improvement upon said REAL PROPERTY.

10. On or about November 7, 2022, at the written instance and request of Golden State

Equipment Rentals and DOES 1 through 100, inclusive, plaintiff furnished materials, and in particular, ready mixed concrete, which were furnished to be used and in fact were used in said work of improvement upon said REAL PROPERTY. The reasonable and agreed value of the materials so furnished and consumed in said work of improvement including a processing fee is the sum of \$63,356.31.

11. Although demand has been made upon defendants and each of them for the payment of the sum of \$63,356.31, the defendants and each of them have failed and refused and still fail and refuse to pay said sum or any part thereof, and the whole thereof is now due, owing and unpaid from defendants to plaintiff.

12. The mechanic's lien hereinafter referred to was filed within the time prescribed by California Civil Code Section 8414.

13. Within twenty (20) days of its first furnishing of labor and materials, plaintiff gave written notice pursuant to California Civil Code Section 8200 et seq.

14. On or about April 18, 2023, Plaintiff duly recorded its Mechanic's Lien in the sum of \$63,356.31 in the official records of the County of Los Angeles, State of California as instrument number 20230248510. A true and correct copy of the Mechanic's Lien is attached as Exhibit "A" hereof and incorporated herein by this reference as though fully set forth.

15. This Claim of Lien was recorded within ninety (90) days of the date that Plaintiff ceased doing work on the work of improvement and REAL PROPERTY and before the expiration of the time within which recordation was required under the California Civil Code.

16. In its Claim of Lien, Plaintiff claimed a Mechanic's Lien on a work of improvement and REAL PROPERTY for the amount of \$63,356.31 which was the balance remaining to be paid of reasonable value of all services, materials, labor and equipment furnished and supplied by Plaintiff to Defendants, and each of them. Plaintiff has further incurred indebtedness of \$103.00 the necessary cost of recording and verifying the Claim of Lien.

17. The defendants and each of them claim to have some right, title or interest in and to said premises and buildings and structures as owners, lessees, judgment creditors, beneficiaries of trust deeds or otherwise. Said claims are subject to and subordinate to the claim of plaintiff sued upon herein.

SECOND CAUSE OF ACTION

(Recovery Against Mechanic's Lien Release Bond as Against All Defendants)

18. Plaintiff repeats and realleges Paragraphs 1 through 17 of this entire complaint and incorporates same herein as though set forth in full and the allegations of Paragraphs 8 through 17 shall survive and be treated as though realleged herein even if the Cause of Action for Foreclosure of Mechanic's Lien is dismissed.

19. Plaintiff is informed and believes and upon such information and belief alleges that JOHN DOE SURETY are a corporation duly licensed and qualified to perform and transact surety business in the State of California.

20. Plaintiff is informed and believes and upon such information and belief alleges that JOHN DOE SURETY issued a Mechanic's Lien Release Bond ("MECHANIC LIEN RELEASE BOND") and that MECHANIC LIEN RELEASE BOND was issued pursuant to California Civil Code §8424.

21. Plaintiff is informed and believes and upon such information and belief alleges that the principal on the MECHANIC LIEN RELEASE BOND obtained at a face amount equal to one and one half (1-1/2) times the amount allocated in the claim of liens to the parcel or parcels of REAL PROPERTY sought to be released.

22. Plaintiff is informed and believes and upon such information and belief alleges that the MECHANIC LIEN RELEASE BOND is conditioned for the payment in full of the claims of Plaintiff and is, by its terms, made to inure to the benefit of Plaintiff and to give Plaintiff a right of action to recover on said MECHANIC LIEN RELEASE BOND.

23. Plaintiff is informed and believes and thereon alleges that as a result of defendants' failure to pay Plaintiff as set forth hereinabove, there is now due, owing and unpaid from JOHN DOE SURETY to Plaintiff the sum of \$63,356.31 plus attorneys' fees and interest at the maximum allowable rate per annum.

24. Plaintiff is informed, believes and thereupon alleges defendants dispute the correctness or validity of Plaintiff's claim of lien pursuant to Civil Code §8424.

25. Plaintiff is informed, believes and thereupon alleges the MECHANIC LIEN RELEASE

BOND has been recorded in the office of the County Recorder in the County in which Real Property is located.

WHEREFORE, plaintiff prays for judgment against the defendants and each of them as follows:

1. That it be decreed that plaintiff has a lien upon the REAL PROPERTY and work of improvement described hereinbefore in this complaint and owned by the defendants WHITLEY LLC and DOES 1 through 100, inclusive, for the sum of \$63,356.31 together with interest thereon at the rate of ten percent (10%) per annum from the date of recording said lien;

2. That said REAL PROPERTY and work of improvement be sold under decree of this Court and the proceeds applied to the payment of said sum of \$63,356.31 together with interest at the rate of ten percent (10%) per annum from the date of recording said lien;

3. That all of the right, title, interest and claim in and to said REAL PROPERTY and work of improvement of the defendants be adjudged subordinate and subject to the lien of plaintiff herein;

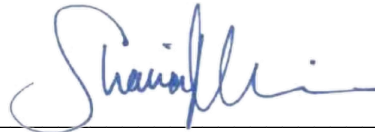
4. As to the Second Cause of Action (Recovery Against on Mechanic's Lien Release Bond), decreeing that MECHANIC LIEN RELEASE BOND be foreclosed upon and that JOHN DOE SURETY be ordered to pay Plaintiff the sum \$63,356.31 principal plus all interest at the maximum allowable rate per annum;

5. For costs of suit; and

6. For such other and further relief as the Court may deem just and proper.

DATED: July 12, 2023

ABDULAZIZ, GROSSBART & RUDMAN



By: KENNETH S. GROSSBART
SHARICE B. MAROOTIAN
Attorneys for Plaintiff, ASSOCIATED READY MIXED
CONCRETE, INC., a California corporation

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EXHIBIT “A”

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20230248510



Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

04/18/23 AT 02:10PM

Pages:
0004

FEES:	28.00
TAXES:	0.00
OTHER:	0.00
SB2:	75.00
PAID:	103.00



LEADSHEET



202304180260058

00023364297



014023694

SEQ:
01

SECURE - Daily - Time Sensitive



THIS FORM IS NOT TO BE DUPLICATED

F29822#5575-666-007

Recording requested by (name):
Elizabeth Melendrez

When recorded, mail to (name and address):
Associated Ready Mixed Concrete, Inc

4621 Teller Ave, Suite 130

Newport Beach, CA 92660

Recorder's Use Only

**CLAIM OF
MECHANICS LIEN**

(Cal. Civ. Code § 8416)

Declaration of Exemption From Gov't Code § 27388.1 Fee

- ☐ Transfer is exempt from fee per GC § 27388.1(a)(2):
☐ recorded concurrently "in connection with" transfer subject to DTT
☐ recorded concurrently "in connection with" a transfer of
residential dwelling to an owner-occupier
☐ Transfer is exempt from fee per GC 27388.1(a)(1):
☐ Fee cap of \$225.00 reached ☐ Not related to real property

1. Associated Ready Mixed Concrete, Inc ("claimant") claims a mechanics lien for the labor or services or equipment or materials described in paragraph 2, furnished for a work of improvement on that certain real property located in the County of Los Angeles, State of California, and more particularly described as (address and/or sufficient description): 1920 Whitley Ave, Los Angeles, CA 90068
APN: 5575-005-007

2. After deducting all just credits and offsets, the sum of \$63,356.31, together with interest at the rate of 18% per annum from 02/15/2023 (date when balance became due), is due claimant for the following labor, materials, services, or equipment: including but not limited to ready mixed concrete.

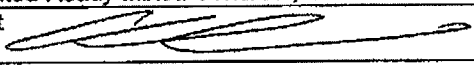
3. Claimant furnished the labor or services or equipment or materials, at the request of Golden State Equipment Rentals - 16604 Ventura Blvd #305, Encino, CA 91436 (employer, person, or entity to whom labor, materials, services, or equipment were furnished).

4. The name and address of the owner or reputed owner of the real property is/are: 1920 Whitley LLC
1920 Whitley Ave, Los Angeles, CA 90068

5. Claimant's address is: 4621 Teller Ave, Suite #130, Newport Beach, CA 92660

Dated 04/12/2023

Associated Ready Mixed Concrete, Inc
Claimant

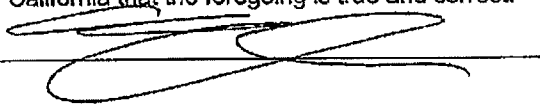

Signature of Claimant or Authorized Agent
Elizabeth Melendrez/Credit Manager
Print Name and Title

VERIFICATION

I, Elizabeth Melendrez, am the: Credit Manager ("owner," "president," "authorized agent," "partner," etc.) of claimant on the foregoing claim of mechanics lien, and am authorized to make this verification for and on its behalf. I have read the foregoing claim of mechanics lien and know the contents of the claim of mechanics lien to be true of my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated 04/12/2023


Signature

Recording requested by (name):
Elizabeth Melendrez

When recorded, mail to (name and address):
Associated Ready Mixed Concrete, Inc

4621 Teller Ave, Suite 130

Newport Beach, CA 92660

Recorder's Use Only

CLAIM OF MECHANICS LIEN

(Cal. Civ. Code § 8416)

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APN:5575-005-007

2. After deducting all just credits and offsets, the sum of \$63,356.31, together with interest at the rate of 18% per annum from 02/15/2023 (date when balance became due), is due claimant for the following labor, materials, services, or equipment: including but not limited to ready mixed concrete.

3. Claimant furnished the labor or services or equipment or materials, at the request of Golden State Equipment Rentals - 16604 Ventura Blvd #305, Encino, CA 91436 (employer, person, or entity to whom labor, materials, services, or equipment were furnished).

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1920 Whitley Ave, Los Angeles, CA 90068

5. Claimant's address is: 4621 Teller Ave, Suite #130, Newport Beach, CA 92660

Dated 04/12/2023

Associated Ready Mixed Concrete, Inc
Claimant

Signature of Claimant or Authorized Agent
Elizabeth Melendrez/Credit Manager
Print Name and Title

VERIFICATION

I, Elizabeth Melendrez, am the: Credit Manager ("owner," "president," "authorized agent," "partner," etc.) of claimant on the foregoing claim of mechanics lien, and am authorized to make this verification for and on its behalf. I have read the foregoing claim of mechanics lien and know the contents of the claim of mechanics lien to be true of my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated 04/12/2023

Signature

**NOTICE OF MECHANICS LIEN CLAIM
ATTENTION!**

Upon the recording of the enclosed MECHANICS LIEN with the county recorder's office of the county where the property is located, your property is subject to the filing of a legal action seeking a court-ordered foreclosure sale of the real property on which the lien has been recorded. That legal action must be filed with the court no later than 90 days after the date the mechanics lien is recorded.

The party identified in the enclosed mechanics lien may have provided labor or materials for improvements to your property and may not have been paid for these items. You are receiving this notice because it is a required step in filing a mechanics lien foreclosure action against your property. The foreclosure action will seek to pay for unpaid labor, materials, or improvements provided to your property. This may affect your ability to borrow against, refinance, or sell the property until the mechanics lien is release.

BECAUSE THE LIEN AFFECTS YOUR PROPERTY, YOU MAY WISH TO SPEAK WITH YOUR CONTRACTOR IMMEDIATELY, OR CONTACT AN ATTORNEY, OR FOR MORE INFORMATION ON MECHANICS LIENS GO TO THE CONTRACTORS' STATE LICENSE BOARD WEB SITE AT www.cslb.ca.gov.

PROOF OF SERVICE AFFIDAVIT
California Civil Code section 8416

Failure to serve the Mechanic's Lien and Notice of Mechanic's Lien on the owner, or alternatively if the owner cannot be served on the lender or direct contractor, shall cause the Mechanic's Lien to be unenforceable as a matter of law (Civil Code Section 8024(d)). Service of the Mechanic's Lien and Notice of Mechanic's Lien must be by (1) registered mail, (2) certified mail, or (3) first-class mail evidenced by a certificate of mailing, postage prepaid, and to a residence or business address for the owner, lender or contractor. Further, a Proof of Service Affidavit (below) must be completed and signed by the person serving the Mechanic's Lien and Notice of Mechanic's Lien. This page should be completed (either one of the sections below) and recorded with the County Recorder along with the Mechanic's Lien and Notice of Mechanic's Lien.

PROOF OF SERVICE AFFIDAVIT (ON OWNER)
California Civil Code section 8416(a)(7) and (c)(1)

I, Elizabeth Melendrez (name), declare that I served a copy of this Mechanic's Lien and Notice of Mechanic's Lien by registered mail, certified mail, or first-class mail evidenced by a certificate of mailing, postage prepaid, addressed as follows to the owner(s) or reputed owner(s) of the property:

Company/Person Served: 1920 Whitley LLC

Title or capacity of person served (if appropriate): Owner

Service address: 1920 Whitley Ave, Los Angeles, CA 90068

Said service address is the owner's residence, place of business, or address showed by the building permit on file with the permitting authority for the work.

Executed on April 12th, 2023 (date) at Newport Beach (city), Orange (county), California.

By: _____

(Signature of person making service)

ALTERNATE PROOF OF SERVICE AFFIDAVIT (ON LENDER OR DIRECT CONTRACTOR)

California Civil Code Section 8416(a)(7) and (c)(2)

I, _____ (name), declare that the owner or reputed owner cannot be served with a copy of this Mechanic's Lien and Notice of Mechanic's Lien by registered mail, certified mail, or first-class mail. Pursuant to California civil Code section 8416(c)(2), I served a copy of this Mechanic's Lien and Notice of Mechanic's Lien by registered mail, certified mail, or first-class mail evidenced by a certificate of mailing, postage prepaid, addressed as follows to the construction lender or direct contractor as follows:

Company/Person Served: _____

Title or capacity of person served (if appropriate): _____

Service address: _____

Executed on _____, 20____ (date) at _____ (city), _____ (county), California.

By: _____

(Signature of person making service)